

AGREEMENT

WHEREAS, Tutti Pazzi Quattro, LTD, t/a *That's Amore* (the Applicant) would like to offer music to accompany dinner at its restaurant at 5225 Wisconsin Avenue, N.W. (Restaurant);

WHEREAS an Alcoholic Beverage Control (ABC) license that permits music at a restaurant currently does not distinguish between low-decibel and high-decibel music;

WHEREAS the residents of 43rd Street, N.W. (Residents) are concerned that the noise levels resulting from such music or from the patrons responding to such music could disturb the domestic tranquility of the 5200 and 5300 blocks of 43rd Street, N.W.;

NOW, THEREFORE, Applicant and Advisory Neighborhood Commission (ANC) 3E hereby agree as follows, as conditions to ANC 3E's not objecting to this change in the ABC license for the Applicant:

1. The number of musicians performing will be limited to four persons playing at the same time. Notwithstanding the foregoing, however, at no time will the music being performed on the premises and/or responses to the music from patrons within the Restaurant be so loud as to be heard on the 5200 block of 43rd Street, N.W.

2. Applicant will not advertise the music performance or the Restaurant as a nightclub. Applicant may advertise the offering of music as an accompaniment to dinner.

3. The hours live music may be performed are limited to four per evening. Live music will not be performed after midnight, except for New Year's Eve. (Applicant understands that it would have to apply for a special performance license for New Year's Eve.)

4. The Applicant will provide parking for its patrons at no cost for the duration of the term of the Applicant's current lease at 5225 Wisconsin Avenue, N.W. and thereafter at no more than the cost to the Applicant.

5. A Resident wishing to report a violation of the above conditions must make a report in writing, giving date and time and description of violation, to (a) the ANC Commissioner for 3E04, (b) the ABC Board, and (c) the Applicant.

6. In the event of a sale or transfer of the Restaurant and/or the ABC license, this Agreement shall be binding upon the buyer or transferee or holder of such license. Applicant will notify ANC 3E of any proposed sale or transfer of the ABC license at least 60 days prior to such sale or transfer so that the ANC may consider the impact of such sale or transfer on the residential neighborhood.

7. This Agreement will remain in full force and effect as long as Applicant holds an ABC license, from renewal to renewal, and shall be binding upon the Applicant, its successors, and assigns and any buyer/transferee/holder of an ABC license on the premises of the Restaurant.

Page 2

8. This Agreement does not waive any other rights that ANC 3E or the Residents may exercise with respect to Applicant under the alcoholic beverage and other laws of Washington, D.C. For example, the procedure set forth in paragraph five does not preclude a Resident from seeking immediate assistance from local law enforcement in the event of a violation of conditions one and/or three.

9. In consideration of, and in reliance upon the commitments made by the Applicant as set forth in this Agreement, ANC 3E will not oppose this substantial change to the ABC license for the Applicant. No alteration of any term of this Agreement may be made except by a signed writing between the Applicant and ANC 3E, and any purported alteration of any term of this Agreement by any other person or entity shall be grounds for withdrawal of approval of this Agreement by ANC 3E.

10. Any notices required in this Agreement to ANC 3E will be sent by first-class mail to:

Advisory Neighborhood Commission 3E
P.O. Box 9957
Friendship Station
Washington, DC 20016

Any notices to the Applicant will be sent by first-class mail to:

Tutti Pazzi Quattro, LTD
2401 Research Boulevard
Suite 110
Rockville, MD 20850

IN WITNESS WHEREOF, this Agreement is hereby executed this 22ND day of June, 1998.

Fred Herman G.P.
Fred Herman
for Tutti's Amore

Jim Diskan
Jim Diskan for
Advisory Neighborhood Commission 3E

#10045

VOLUNTARY AGREEMENT
Between
Advisory Neighborhood Commission 3E
And
Concepts, LLC t/a Bambule

200 JUN 22 AM 9: 22

WHEREAS, Concepts LLC, t/a Bambule (the Applicant) would like to offer music to accompany dinner at its restaurant at 5225 Wisconsin Avenue, N.W. (Restaurant);

WHEREAS, an Alcoholic Beverage control (ABC license) that permits music at a restaurant currently does not distinguish between low-decibel and high-decibel music;

WHEREAS, the residents of 43rd Street, N. W. (Residents) are concerned that the noise levels resulting from such music or from the patrons responding to such music could disturb the domestic tranquility of the 5200 block of 43rd Street, N.W.;

NOW, THEREFORE, applicant and Advisory Neighborhood Commission (ANC) 3E hereby agree as follows, as conditions to ANC3E's not objecting to this inclusion in the ABC license for the Applicant:

1. The number of musicians performing will be limited to four persons playing at the same time. Notwithstanding the foregoing, however, at no time will the music being performed on the premises and/or responses to the music from patrons within the Restaurant be so loud as to be heard on the 5200 block of 43rd Street, N.W.
2. Applicant will not advertise the music performance or the Restaurant as a nightclub. Applicant may advertise the offering of music as an accompaniment to dinner.
3. Live music may be performed until 1AM Thursdays, Fridays and Saturdays. Live music will not be performed after midnight Sundays through Wednesdays, except for New Year's Eve. (Applicant understands that it would have to apply for a special performance license for New Year's Eve.)
4. The Applicant will provide free parking in the garage for its patrons. However, the Applicant may charge for valet parking, provided that traffic on the 5200 block of Wisconsin Avenue, NW is not obstructed. Applicant will make every effort to obtain a permit from DC DPW to remove metered parking spaces in from on their premises during the hours of valet parking.
5. A Resident wishing to report a violation of the above conditions may first approach the Applicant and/or the ANC Commission with his/her complaint. If the problem is not resolved, complaints must be made in writing, giving date and time and description of violation, to (a) the ANC commissioner for 3E04, (b) the ABC Board, and (c) the Applicant.
6. In the event of a sale or transfer of the Restaurant and/or the ABC license, this Agreement shall be binding upon the buyer or transferee or holder of such license.

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7. This Agreement will remain in full force and effect as long as Applicant holds an ABC license, from renewal to renewal, and shall be binding upon the Applicant, its successors, and assigns and any buyer/transferee/holder of an ABC license on the premises of the Restaurant..

8. This Agreement does not waive any other rights that ANC 3E or the Residents may exercise with respect to Applicant under the alcoholic beverage and other laws of Washington, D.C. For example, the procedure set forth in paragraph five does not preclude a Resident from seeking immediate assistance from local law enforcement in the event of a violation of conditions one and/or three.

9. In consideration of, and in reliance upon the commitments made by the Applicant as set forth in this Agreement, ANC 3E will not oppose this substantial change to the ABC license for the Applicant. No alteration of any term of this Agreement may be made except by a signed writing between the Applicant and ANC 3E, and any purported alteration of any term of this Agreement by any other person or entity shall be grounds for withdrawal of approval of this Agreement by ANC 3E.

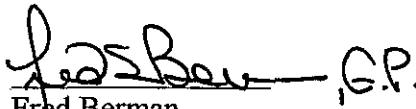
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Friendship Station
Washington, DC 20016

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Tutti Pazzi Quattro, LTD
2401 Research Boulevard
Suite 110
Rockville, MD 20850

IN WITNESS WHEREOF, this Agreement is hereby executed this 22ND day of June, 1998.


Fred Berman
For *That's Amore*


Jill Diskan for
Advisory Neighborhood Commission 3E

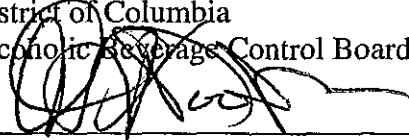
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated June 8, 2000, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Concepts, LLC
t/a Bambule
Page two

Accordingly, it is this 2nd day of August 2000, **ORDERED** that:

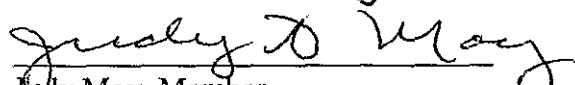
1. The opposition of Jill Diskan, chair, on behalf of the Advisory Neighborhood Commission 3E, be, and the same hereby, is **WITHDRAWN**;
2. The application of Concepts, LLC t/a Bambule for a retailer's class CR license (renewal), located at 5225 Wisconsin Avenue, Northwest, Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:
4. Copies of this Order shall be sent to the Protestant and the Applicant.

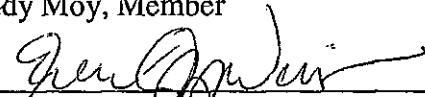
District of Columbia
Alcoholic Beverage Control Board

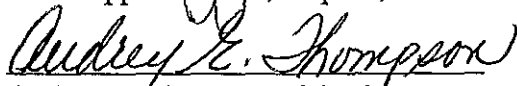

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member